



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

January 5, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF A DONATION AGREEMENT WITH THE LARRY KING
CARDIAC FOUNDATION (First District) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign an Agreement, substantially similar to Exhibit I, with the Larry King Cardiac Foundation to accept cardiac care devices for indigent cardiac care patients at LAC+USC Healthcare Network, valued at approximately \$750,000 each year, for approximately 100 patients each year of the Agreement, effective February 1, 2006 through January 31, 2009.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

In approving the recommended action, the Board is allowing the Department of Health Services (DHS or Department) to participate in a partnership project with the Larry King Cardiac Foundation (Foundation) to provide cardiac care devices for indigent patients in need of cardiac specialty services or suffering from severe, acute or chronic cardiac distress.

FISCAL IMPACT/FINANCING:

In Fiscal Year (FY) 2004-05, LAC+USC Medical Center (LAC+USC) performed 451 cardiac surgeries with total cardiac medical device costs of approximately \$1.3 million. This Agreement

will provide cardiac care devices valued at approximately \$750,000 each year to approximately 100 patients each year of the Agreement, over the three-year period. LAC+USC will continue to provide the physician and hospital services associated with cardiac procedures.

With the Agreement, LAC+USC may realize a potential cost savings of up to \$2.25 million over the three-year Agreement period, contingent upon Foundation patient eligibility requirements. Funding for LAC+USC's operations, including cardiac care, is included in the FY 2005-06 Final Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The Foundation was established in 1988 to provide funding for treatment to individuals who, due to limited means or inadequate insurance, might otherwise be unable to receive the treatment and care they needed.

The Foundation works in conjunction with various hospitals referred to as the Larry King Cardiac Network (Foundation Network). The hospitals in partnership with the Foundation ensure that patients with limited means receive proper medical attention. Certain medical devices are funded through the Agreement to Foundation eligible patients.

Foundation eligible patients must meet the following minimum criteria: a) patient must be a U.S. citizen or have a legal right to be in the U.S.; b) patient must not have financial resources to pay for the procedures; c) patient must not have been convicted of any felony; and d) patient must sign Foundation media and privacy waiver forms. County's only obligation is to submit forms completed by patients to obtain approval of eligibility from the Foundation. County will not be responsible for verifying or ensuring patient eligibility. County will continue to provide cardiac treatment and devices to County responsible indigent patients who are not eligible under Foundation criteria.

LAC+USC will cooperate in public relations campaigns with the Foundation to increase visibility of the Foundation's donation to LAC+USC and raise funds for the cardiology needs of LAC+USC patients. County intends on working with Community Outreach for Prevention and Education (COPE) to assist with these campaigns and fundraising.

COPE is a non-profit healthcare organization founded in 1995 and is currently the lead agency for the Camino de Salud partnership Agreement with LAC+USC Healthcare Network and Health Research Association, approved by the Board on June 21, 2005. COPE is committed to improving health care access for indigent patients in both primary care and specialty services.

The Honorable Board of Supervisors
January 5, 2006
Page 3

CONTRACT PROCESS:

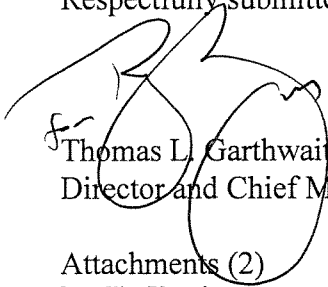
Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended action will assist LAC+USC in providing life-saving medical devices to indigent patients receiving cardiac care services at LAC+USC.

When approved, this Department requires four signed copies of the Board action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Tom Garthwaite', is written over a circular stamp. The stamp contains the text 'f- Thomas L. Garthwaite, M.D. Director and Chief Medical Officer'.

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

Attachments (2)
Larry King BL.wpd

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT

1. TYPE OF SERVICE:

The Department of Health Services will participate in a partnership project with the Larry King Cardiac Foundation to provide cardiac care devices for indigent patients in need of cardiac specialty services or suffering from severe, acute or chronic cardiac distress.

2. AGENCY ADDRESSES AND CONTACT PERSONS:

The Larry King Cardiac Foundation
15720 Crabbs Branch Way
Rockville, MD 20855

3. TERM OF AGREEMENT:

Effective February 1, 2006 through January 31, 2009.

4. FINANCIAL INFORMATION:

In Fiscal Year 2004-05, LAC+USC Medical Center (LAC+USC) performed 451 cardiac surgeries with total cardiac medical device costs of \$1.3 million. This Agreement will provide up to \$750,000 each year in cardiac medical devices to approximately 100 patients each year of the Agreement. LAC+USC will continue to provide the physician and hospital services associated with cardiac procedures.

With the Agreement, LAC+USC may realize a potential cost savings of up to \$2.25 million over the three-year Agreement period, contingent upon Foundation patient eligibility requirements. Funding for LAC+USC's operations, including cardiac care, is included in the Fiscal Year 2005-06 Final Budget and will be requested in future fiscal years.

5. GEOGRAPHIC AREA TO BE SERVED:

LAC+USC Healthcare Network catchment area.

6. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Pete Delgado, Chief Executive Officer, LAC+USC Healthcare Network

7. APPROVALS:

LAC+USC Healthcare Network: Pete Delgado, CEO

Contracts and Grants Division: Cara O'Neill, Chief

County Counsel (as to form): Elizabeth J. Friedman, Senior Deputy

Larry King Cardiac Foundation
Cardiac Devices Donation Agreement

Agreement No. H-_____

The Larry King Cardiac Foundation

CARDIAC DEVICES DONATION AGREEMENT

The Larry King Cardiac Foundation (hereinafter "Foundation" and/or "Contractor") agrees to enter into the following Agreement with County of Los Angeles on behalf of LAC+USC Healthcare Network (hereinafter "LAC+USC") in accordance with terms below.

1. PROJECT TITLE: LAC+USC Healthcare Network and Larry King Cardiac Foundation Gift Project.

2. PROJECT DESCRIPTION: The mission of the Larry King Cardiac Foundation is to provide funding for life-saving cardiac procedures for individuals who, due to limited means and inadequate insurance might otherwise be unable to receive life-saving treatment. The Foundation provides LAC+USC an opportunity to identify indigent patients for life-saving cardiac device donations such as stents and implantable pacemakers, implantable cardioverter defibrillators and heart valves. LAC+USC provides treatment without charge to patients eligible under Foundation guidelines. This donation of up to 100 devices per year with an estimated value of approximately \$750,000 per year, contingent upon patient eligibility, represents significant assistance to LAC+USC in the provision of cardiac care to County patients.

As part of this Agreement, LAC+USC will become part of the "Larry King Cardiac Network" (hereinafter "Network") and, to the extent appropriate, will cooperate in public relations campaigns to increase visibility of, and support for, this partnership.

3. TYPE OF DONATION: Cardiac medical devices for Foundation-eligible patients at LAC+USC.

Larry King Cardiac Foundation
Cardiac Devices Donation Agreement

4. AMOUNT OF DONATION: Foundation to provide up to 100 devices per year with values varying from \$3,000 per device to \$25,000 per device with a total value of all devices of approximately \$750,000 per year, over a three year period.

5. PURPOSE OF THE DONATION: The Foundation provides indigent cardiac patients with life-saving cardiac devices such as stents and implantable pacemakers, implantable cardioverter defibrillators and heart valves.

6. TERM OF AGREEMENT: February 1, 2006 through January 31, 2009. This Agreement may be canceled or terminated at any time by either party, with or without cause, in whole or in part, when such action is deemed by County or the Foundation to be in its best interest, upon the giving of at least thirty (30) calendar days advance written notice to the other.

7. FOUNDATION REQUIREMENTS FOR DONATIONS TO ELIGIBLE PATIENTS: Donations are contingent upon eligibility of indigent patients, according to the following Foundation guidelines.

A. Patient Financial Requirements:

- (1) Patient must have no health insurance (public or private); and
- (2) Patient must have no ability to pay the full cost of services.

Foundation will use current policies (Attachment B) at LAC+USC to determine the indigency status of patients. Updated policies will be provided to the Foundation.

B. Patient Eligibility, Disclosure and Release Requirements

(Attachment A):

- (1) Patient accepts terms of and acknowledges same by signing Patient Affidavit Form;
 - a. Patient must assert he/she is a legal resident of the United States or has a legal right to be in the United States.
 - b. Patient must assert he/she does not have private insurance or any other form of third-party reimbursement or the financial resources to pay for the treatment.

Larry King Cardiac Foundation
Cardiac Devices Donation Agreement

c. Patient must assert he/she has not been convicted of any felony.

(2) Patient accepts terms of and acknowledges same by signing Foundation's Health Insurance Portability and Accountability Act (HIPAA) Disclosure; and

(3) Patient accepts terms of and acknowledges same by signing Foundation's Patient Release & Consent form.

C. LAC+USC Requirements: The hospital must have no ability to receive or recover reimbursement for the treatment of the Foundation eligible patient, including Federal or State medical assistance programs.

8. PATIENT SELECTION AND APPROVAL: In addition to patient eligibility requirements identified in Paragraph 7 above, "FOUNDATION REQUIREMENTS FOR DONATIONS TO ELIGIBLE PATIENTS", Foundation eligible patients receiving, or scheduled to receive, LAC+USC cardiac treatment must be selected by LAC+USC and approved by the Foundation for donated cardiac devices prior to the provision of Foundation donated cardiac devices. Once approved, the patient will not be asked for reimbursement in relation to the approved surgery.

The signature of the eligible patient shall be obtained on 1) the Patient Affidavit Form, 2) the HIPAA Disclosure, and 3) the Patient Release & Consent Form (all Attachment A) prior to surgery for which a cardiac device has been donated by Foundation.

9. APPROVAL PROCESS: LAC+USC will identify patients potentially eligible for Foundation donated devices based on patient declarations on Foundation required forms (Attachment A).

Via facsimile, LAC+USC will submit forms (Attachment A) completed by patients to obtain approval of eligibility from the Foundation, but LAC+USC will not be responsible for verifying or ensuring patient eligibility. Once a patient is deemed eligible by the Foundation, it will confirm in writing to LAC+USC that the

Larry King Cardiac Foundation
Cardiac Devices Donation Agreement

eligible patient may receive the Foundation donated cardiac device required for treatment.

10. FOUNDATION DONATED CARDIAC DEVICES: LAC+USC will share information with the Foundation regarding the types and quantities of cardiac devices generally required for cardiac surgery. The Foundation will secure up to 100 cardiac devices per year as specified and as needed by LAC+USC for cardiac surgeries from medical supply companies including but not limited to: 1) stents and Implantable Pacemakers, 2) implantable cardioverter defibrillators, and 3) heart valves. The Foundation will share information on the secured devices directly with LAC+USC to ensure cardiac devices are appropriate for eligible patient use. LAC+USC will receive the Foundation donated cardiac devices directly from the manufacturer and/or supplier and Foundation shall ensure that only new devices with valid original manufacturer warranties are provided.

LAC+USC will make the final decision on the use of a specific cardiac device for a Foundation eligible patient. If a donated cardiac device is deemed not acceptable for patient use at the time of surgery/treatment, LAC+USC will select an alternative. If the alternative required in surgery/treatment is not available through the Foundation, then neither the patient nor LAC+USC will be bound by any Foundation requirements regarding patient eligibility.

After surgery for a Foundation eligible patient is completed, the Foundation will not be responsible for any follow-up care costs associated with the continued care or needs of the patient that may be required.

11. PARTNERSHIP EFFORTS: In exchange for the cardiac devices donations, LAC+USC will give all appropriate credit to the Foundation for assisting in saving the lives of patients benefiting from the donations. In addition, LAC+USC will work with a non-profit health organization called Community Outreach for Prevention and Education ("COPE") and the Foundation to cooperate in publicizing the Foundation's donations to LAC+USC and fundraising efforts for the cardiology needs of LAC+USC patients.

Larry King Cardiac Foundation
Cardiac Devices Donation Agreement

Foundation agrees that all fundraisers, public events, materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement shall be subject to the prior review and written approval from the Director of the Department of Health Services (DHS), or his/her authorized designee (hereinafter "Director") prior to their implementation, publication, printing, and duplication. In addition, all materials issued by the Foundation referencing this Agreement, such as newsletters, shall be reviewed and approved annually by Director.

12. FOUNDATION'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: Under this Agreement, Foundation ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

DEFINITIONS

1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other

Larry King Cardiac Foundation
Cardiac Devices Donation Agreement

manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.4 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for

Larry King Cardiac Foundation
Cardiac Devices Donation Agreement

the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

1.8 "Services" has the same meaning as in the body of this Agreement.

1.9 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.10 Terms used, but not otherwise defined in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information.

Business Associate:

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

(b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure

Larry King Cardiac Foundation
Cardiac Devices Donation Agreement

that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement, as well as, effective as of April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Departmental Privacy Officer, telephone number 1 (800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 525
Los Angeles, CA 90012

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the

Larry King Cardiac Foundation
Cardiac Devices Donation Agreement

Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a “designated record set” as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Upon covered Entity’s request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45

C.F.R. § 164.528.

OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or

(c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf

of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.

Larry King Cardiac Foundation
Cardiac Devices Donation Agreement

5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

13. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Foundation hereby agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action (other than an appeal or an enforcement of a judgment) brought by Foundation, on Foundation's behalf, or on the behalf of any Foundation subcontractors-which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the Courts of the State of California located in Los Angeles County, California.

14. ALTERATION OF TERMS: No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

15. INDEMNIFICATION: Foundation shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Foundation's acts and/or omissions arising from and/or relating to this Agreement.

16. GENERAL INSURANCE REQUIREMENTS:

A. Evidence of Insurance: Certificate(s) or other evidence of minimum coverage satisfactory to County shall be delivered to County's Department of

Larry King Cardiac Foundation
Cardiac Devices Donation Agreement

Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, officials, officers, and employees as insureds for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach.

Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to

Larry King Cardiac Foundation
Cardiac Devices Donation Agreement

Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

17. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations	
Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

Larry King Cardiac Foundation
Cardiac Devices Donation Agreement

B. Workers' Compensation and Employers' Liability: Insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

C. Automobile Insurance: Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

18. RIGHTS OF DATA: County has the right to duplicate and disclose in whole or in part, in any manner, for any purpose whatsoever, and to authorize others to do so, writings, drawings, pictorial reproductions, or other graphical representations, and works of a similar nature produced by Foundation as a result of the activities supported by this Agreement. Foundation retains the right to use, duplicate and disclose in whole or in part, in any manner, for any purpose whatsoever, all writings, drawings, pictorial reproductions, or other graphical representations, and works of a similar nature produced by Foundation as a result of the activities supported by this Agreement subject to Paragraph 11, PARTNERSHIP EFFORTS.

19. TRADE SECRETS: Recognizing that County has no way to safeguard trade secrets or proprietary information, Foundation shall and does keep and bear County harmless from all damages, costs, and expenses by reason of any disclosure by County of trade secrets and proprietary information.

20. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this

Larry King Cardiac Foundation
Cardiac Devices Donation Agreement

Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies available in law or equity.

21. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

22. TERMINATION FOR IMPROPER CONSIDERATIONS: County may, by written notice to Foundation, immediately terminate Foundation's right to proceed under this Agreement if it is found that considerations, in any form, were offered or given by Foundation, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement.

23. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) calendar days prior written notice thereof to the parties.

A. Notices to County shall be addressed as follows:

- (1) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012
- (2) LAC+USC Medical Center
1200 North State Street
Los Angeles, California 90033

Larry King Cardiac Foundation
Cardiac Devices Donation Agreement

Attn: David Runke, Chief Financial Officer

B. Notices to Foundation shall be addressed as follows:

Address: _____

Attention: _____

Phone Number: _____

FAX Number: _____

If during the term of this Agreement, the corporate or other legal status of Foundation changes, or the name of Foundation changes, then Foundation shall notify County's DHS, Contracts and Grants Division, in writing detailing such changes at least thirty (30) calendar days prior to the effective date thereof.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

/

/

/

/

/

/

/

/

/

/

/

/

/

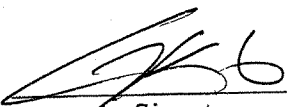
/

/

Larry King Cardiac Foundation
Cardiac Devices Donation Agreement

Director of Health Services, and Foundation has caused this Agreement to be
subscribed in its behalf by its duly authorized officer, the day, month, and year first
above written.

**LARRY KING CARDIAC
FOUNDATION (Donator)**

By 
Signature
Larry King Jr.
Print Name
Title President
(AFFIX CORPORATE SEAL)

**LAC+USC HEALTHCARE
NETWORK (Donatee)**

By _____
Signature

Print Name
Title _____
(AFFIX CORPORATE SEAL)

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

APPROVED AS TO FORM BY
THE OFFICE OF THE COUNTY
COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts & Grants Division

C:SKD:CA:LKCF

Attachment A

Patient Affidavit Form

I, _____ (*name of patient*) hereby swear and affirm that the following statements are true:

- I am a legal resident of the United States, or I have a legal right to be in the United States.
- I do not have private insurance or any other form of third-party reimbursement, nor do I have the financial resources to pay for any cardiac devices to be funded by The Larry King Cardiac Foundation. In the event that the patient is a minor, the parent or guardian also acknowledges that they do not have private insurance or any other form of third-party reimbursement available for the patient, nor do they have the financial resources to pay for any cardiac devices to be funded by The Larry King Cardiac Foundation.
- I (or the patient) have not been convicted of any Felony.

Signature of patient or patient's legal representative

Printed Name

Date

**The Larry King Cardiac Foundation
Notice of Privacy Practices
HIPAA DISCLOSURE**

**THIS NOTICE DESCRIBES HOW PROTECTED MEDICAL INFORMATION
ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GAIN
ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

This notice covers all information in our written or electronic records which concerns you, your health care, and payments for your health care. It also covers information we may have shared with other organizations to help us provide your care, get paid for providing care, or manage some of our administrative operations.

The Larry King Cardiac Foundation (LKCF) and their affiliated physicians and staff may use and disclose medical information (protected health information or PHI) about an individual for:

- a. Medical Treatment** - i.e.; providing medical care services, sending/coordinating medical care information with other health care providers caring for you, ordering and obtaining off site tests/results, writing prescriptions, etc.
- b. Fundraising** - i.e. activities include appeals for money, sponsorship of events, general publicity and public relations related to the foregoing;
- c. Health care operations** - i.e.; internal business planning activities and quality of services evaluation.

LKCF is permitted or required, under specific circumstances, to use or disclose protected health information without the individual's written authorization, including, but not limited to:

- a. Disclosures required by law**
- b. Disclosures to avert serious threats to health or safety**
- c. Disclosures with reference to workers' compensation or Food and Drug Administration**

Other uses and disclosures will be made only with the individual's written authorization, and the individual may revoke such authorization. {Please see below for identifying persons to whom you would allow disclosures of otherwise protected information.}

LKCF may contact the individual to provide appointment reminders or information about treatment or other health-related benefits and services that may be of interest to the individual or patient. LKCF will routinely contact patients via telephone at home and/or work and, unless otherwise requested, may leave messages on the appropriate voice mail or answering service regarding appointments, test results, etc. We may also use email if you have designated this option.

LKCF patients have the following rights regarding their protected health information:

- a. The right to request restrictions on certain uses and disclosures of protected health information. LKCF is not required to agree to a requested restriction, however.
- b. The right to receive confidential communications of protected health information, as applicable.
- c. The right to inspect and copy protected health information, as provided in the Privacy Regulation.
- d. The right to amend protected health information, as provided in the Privacy Regulation.
- e. The right to receive an accounting of disclosures of protected health information.
- f. The right to obtain a paper copy of the Notice from the covered entity upon request. This right extends to an individual who has agreed to receive the Notice electronically.

LKCF is required by law to maintain the privacy of protected health information and to provide individuals with notice of its legal duties and privacy practices with respect to protected health information. LKCF is required to abide by the terms of the Notice currently in effect.

LKCF reserves the right to change the terms of this Notice. The new Notice provisions will be effective for all protected health information that it maintains. LKCF will provide individuals or patients with a revised Notice by posting new regulations in each office.

Individuals may complain to LKCF and to the Secretary of the Department of Health and Human Services, without fear of retaliation by the organization, if they believe their privacy rights have been violated. LKCF's contact person for matters relating to complaints is:

Mark A. Barondess, Esq.
2121 Avenue of the Stars
18th Floor
Los Angeles, CA 90067

Please provide the name(s) of person(s) if any, to whom you would permit The Larry King Cardiac Foundation (LKCF) to disclose personal health information as necessary for your continued health care. Please also note if specific health care information cannot be disclosed (i.e.; test results, appointment information, etc. Otherwise, we will disclose only what is necessary for your continued health care in accordance to this Privacy Policy.

List Below those individuals (family, friends, interpreter services, etc.) you will allow disclosure of personal health information from LKCF as necessary during the course of your health care services:	
Name and Relation (circle one)	Allowed Disclosure(s) Please circle ALL or spe
Spouse: _____	All or Specify: _____
Family/Friend-Name: _____	All or Specify: _____
Family/Friend-Name: _____	All or Specify: _____
Family/Friend-Name: _____	All or Specify: _____
Family/Friend-Name: _____	All or Specify: _____

Family/Friend-Name: _____ All or Specify: _____
Family/Friend-Name: _____ All or Specify: _____
____ Initial if you will allow interpreter services if necessary for communication with health care prov
This Notice is effective 4/21/03

____ (Initial) I acknowledge and understand that The Larry King Cardiac Foundation's policy is to provide copies of medical information to physicians who either ordered the procedure/consult or are in receipt of this health information to ensure coordinated and effective diagnosis and treatment. i.e. designated primary care provider or physicians/dentist seen for consult/treatment. LKCF's policy is to only disclose specific information necessary for coordination of your health care or medical treatment except in furtherance of the fundraising activities of the foundation.

Initial below if NO exclusions or list those providers who you do not want specified private information to be sent

____ No EXCLUSIONS OF HEALTH CARE PROVIDERS

DO NOT SEND PHI: Provider Name: _____ All or Specify: _____

DO NOT SEND PHI: Provider Name: _____ All or Specify: _____

I authorize The Larry King Cardiac Foundation to provide information which may include my health information using the following modes of communication initialed below as provided by me: (Please initial **ALL** that you authorize)

____ home phone with answering machine ____ cell home with voice mail (if provided)
____ work phone (if provided) ____ fax machine (if provided)
____ email (if provided) ____ Other (Specify: _____)

I hereby acknowledge that I have read pages 1 and 2 of The Larry King Cardiac Foundation's Notice of Privacy Practices and received a copy (if requested).

Signature

Date

Patient Release & Consent Form

I hereby authorize The Larry King Cardiac Foundation, Inc. and/or its designees and/or assigns to videotape, photograph or interview me, _____, and the other parties that are signatories herein below, and I authorize The Larry King Cardiac Foundation and/or its designees or assigns to utilize my name and likeness in all forms of media, including but not limited to print, television, audio, web-cast, DVD, CD-ROM or video broadcast or rebroadcast. I specifically agree that the Foundation shall have the right to edit said materials or disclose such information as they deem appropriate in their sole discretion relative to me and my personal and medical circumstances and that said agreement is a material inducement to the Foundation providing the assistance being granted to me.

I hereby irrevocably waive any and all right to any compensation, royalties, donations or fees associated with the perpetual and unlimited use by The Larry King Cardiac Foundation of the media materials described hereinabove and forever release, indemnify and hold harmless The Larry King Cardiac Foundation and its directors, officers, employees and agents from any and all liability relating to The Larry King Cardiac Foundation's use of my name and likeness or to any of any of the information provided to the Foundation by me or individuals that are designated by me and are signatories herein below.

Signature of patient or patient's legal representative

Printed Name

Date

Witness

For Official Use Only:

Interview/Shoot Date: _____ Time: _____

Location: _____

Physician(s) if applicable _____

Financial Practice

Department of Health Services

RELEASE No. 520.15
RELEASED February 5, 1985
EFFECTIVE February 5, 1985
REVISED October 1, 2005

ABILITY-TO-PAY VERIFICATION GUIDELINES

PURPOSE: To establish uniform guidelines for verification of Ability-To-Pay Plan (ATP) information.

GENERAL: As adopted by the County Board of Supervisors on March 29, 1983 and most recently updated, via amendment on December 29, 2000, ATP requires, as a condition of eligibility, information disclosed in connection with the ATP Services Agreement to be verified, upon request by the County.

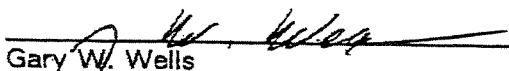
DEFINITION:

- Verification - to obtain evidence which confirms the truth of statements made.
- Clarification - to obtain additional information to resolve unclear or inconsistent statements.
- Documentation - to record information or attach evidence to support statements

RESPONSIBILITY: The Facility Finance Directors and/or Cluster Administrators shall be responsible for the implementation of, and compliance with, this Practice.

PROCEDURES: See detailed procedures attached.

NOTED AND APPROVED:



Gary W. Wells
Director of Finance

RELEASE NO. 520.15

RELEASED February 5, 1985

EFFECTIVE February 5, 1985

REVISED October 1, 2005

PROCEDURES

SUBJECT: Ability-To-Pay Plan (ATP) Verification Guidelines.

SCOPE: These procedures include the actions to be taken by the financial staff of each facility to verify ATP.

PROCESSING MATERIALS:

- Exhibit I - ATP Services Agreement
- Exhibit II - ATP Verification Guidelines
- Exhibit III - ABCDM 228

<u>RESPONSIBILITY</u>	<u>ACTION REQUIRED</u>
Patient Financial Services/Eligibility Staff	<ul style="list-style-type: none">I. Begin ATP interview.II. Advise the patient that ATP covers medical care services provided at Los Angeles County Department of Health Services (DHS) facilities.III. Enter ATP Services Agreement (Exhibit I) information, available from the patient and/or patient's responsible relatives.IV. Determine those ATP Services Agreement information items to be verified in accordance with Exhibit II.V. Request verification for ATP Services Agreement information items, as required in Exhibit II, from the patient and/or the patient's responsible relatives.VI. Explain to the patient and/or the patient's responsible relative acceptable methods of ATP verification.

RELEASE NO. 520.15

RELEASED February 5, 1985

EFFECTIVE February 5, 1985

REVISED October 1, 2005

RESPONSIBILITYACTION REQUIREPatient Financial
Services/Eligibility
Staff (Cont.)

- VII. Allow the patient and/or the patient's responsible relatives up to a maximum of 30 calendar days from the date of request to provide ATP verification.
- VIII. Deny the ATP application, if verification is not provided within 30 calendar days from the date of request, or
- IX. Complete the ATP Services Agreement, if verification is provided.
- X. Approve the ATP application, if all other eligibility requirements are met by the patient and/or the patient's responsible relatives.
- XI. Explain effective dates (from/through) for the ATP Services Agreement to the patient.
- XII. Explain the liability amount to the patient.
- XIII. Give a copy of the ATP Services Agreement to the patient.

NOTE: When limited scope Medi-Cal has been determined refer to PFS Memo 45-04.

EXHIBIT I

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
ABILITY - TO - PAY PLAN SERVICES AGREEMENT

Patient _____ MRUN # _____ Account # _____ Admit Date: _____
O/P Vs. Date: _____

FAMILY MEMBER IN HOME Name	BIRTHDATE Day Month Year	Birthplace	EMPLOYED Yes / No	Social Security No.
1 (Adult)				
2 (Adult)				
3				
4				
5				
6				

Address: _____ Telephone No. _____
Number/Street City State Zip

Los Angeles County Resident Yes ☐ No ☐

PATIENT LINKAGE:

65 or over Yes ☐ No ☐ Parent Disabled Yes ☐ No ☐
Under 21 Yes ☐ No ☐ Parent Unemployed Yes ☐ No ☐
Potential Permanently Disabled / Blind Yes ☐ No ☐ Patient Pregnant Yes ☐ No ☐
Parent Absent Yes ☐ No ☐ Patient SNF Yes ☐ No ☐
Refugee Yes ☐ No ☐ Date of Entry: _____

For County
Use Only

Potential
Linkage
Yes ☐
No ☐

PATIENT PENDING BENEFITS:

Welfare Yes ☐ No ☐ Type _____ Dist. _____ Worker _____
Soc. Sec. Yes ☐ No ☐ Type _____ Pension Yes ☐ No ☐ Type _____
UIB / DIB Yes ☐ No ☐ Medicare Yes ☐ No ☐
Veteran's Benefits Yes ☐ No ☐ Other Yes ☐ No ☐ Specify _____

PATIENT AND RESPONSIBLE RELATIVES PROPERTY:

1. Cash on hand \$ _____ 3. Checking \$ _____
2. Stocks, Bonds \$ _____ 4. Savings \$ _____
5. Total Personal Property (Add 1 through 4) \$ _____ ÷ 12 =
6. Net Real Property (Do not include patient's residence) \$ _____ ÷ 12 =

Total Net Real and Personal
Property (Add 5 and 6):

A) \$ _____

ABILITY - TO - PAY PLAN SERVICES AGREEMENT

PATIENT AND RESPONSIBLE RELATIVES MONTHLY GROSS INCOME:

Monthly Gross Earned: Self \$ _____ Resp. Rel. \$ _____ Resp. Rel. \$ _____
 Emp. _____ Emp. _____ Emp. _____

Self Employed Yes ☐ No ☐ Company Info: _____

Monthly Unearned:
 UIB / DIB \$ _____ Soc. Sec. \$ _____ Loans / Grants \$ _____
 R.R. Retir. \$ _____ Vet. Ben. \$ _____ Income from Prop. \$ _____
 Cash Contrib. \$ _____ Pension \$ _____ Interest Income \$ _____
 Other \$ _____ Specify _____ Inkind ☐

Total Monthly Gross Income:

For County
Use Only

B) \$ _____

PATIENT AND RESPONSIBLE RELATIVES MONTHLY DEDUCTIONS:

Monthly Mand. Ded.: Self \$ _____ Resp. Rel. \$ _____ Resp. Rel. \$ _____
 Medical Insurance \$ _____ Child Care \$ _____ Alimony \$ _____
 Child Support \$ _____ Other Work Related Expenses \$ _____ Specify _____

Total Monthly Deductions:

C) \$ _____

LIABILITY COMPUTATION:

Total Net Real and Personal Property (A) \$ _____
 + Total Monthly Gross Income (B) \$ _____
 Total Monthly Income \$ _____
 - Total Monthly Deductions (C) \$ _____
 Family Size _____

Total Adjusted Net Monthly
Income (A + B - C)
ATP Liability Amount
(See Chart):

\$ _____

\$ _____

In consideration for being charged for health care services rendered by the County of Los Angeles (County) in accordance with the County's Ability-to-Pay Plan (ATP), I/we _____ promise to pay the county (check one):

- ☐ for all inpatient services received by the patient covered by this Agreement from _____, _____, until and including _____, _____, or until discharged from the County's Health care facility, whichever occurs first, the ATP Liability Amount of _____ dollars (\$ _____) for such portion of such inpatient stay of admission; OR
- ☐ for all outpatient services received by the patient covered by this Agreement from _____, _____, through _____, _____, the ATP Liability Amount of _____ dollars (\$ _____) for each outpatient visit during such period.

I/we also promise to make payment of such ATP Liability Amount as required by the County. Such ATP Liability Amount has been determined under the ATP and is based upon information which I/we provide in this Agreement. It is understood and agreed that the above ATP Liability Amount for such inpatient services or for such outpatient services shall not be subsequently adjusted for any reason except as provided under the ATP.

I/we understand and agree that this Agreement shall be governed by the terms and conditions set forth in the ATP, which has been made available to me/us for review and which is incorporated herein by reference, and that I/we shall fully cooperate with the County in accordance with the ATP. Pursuant to Section 360.5 of the California Code of Civil Procedure, I/we agree that all statutes of limitation upon the debt for the health care services which are covered by the Agreement are hereby waived.

I/WE CERTIFY UNDER PENALTY OF PERJURY BY MY/OUR SIGNATURE(S) THAT THE INFORMATION I/WE HAVE PROVIDED AS REQUESTED IN THIS AGREEMENT IS TRUE AND COMPLETE TO THE BEST OF MY/OUR KNOWLEDGE AND BELIEF. I/WE ALSO CERTIFY BY MY/OUR SIGNATURE(S) THAT I/WE HAVE READ AND UNDERSTAND ALL THE THE FOREGOING AND THAT I/WE AGREE TO SIGN THIS STATEMENT WITHOUT ANY RESERVATION WHATSOEVER.

Patient Signature

Date

Responsible Relative Signature

Date

Interviewer Signature

Date

Responsible Relative Signature

Date

Supervisor's Approval

Date

EXHIBIT II

VERIFICATION GUIDELINES FOR ABILITY-TO-PAY PLAN (ATP)

GENERAL

Before eligibility for Ability-To-Pay Plan (ATP) can be established for all inpatients and those outpatients with Liability Amounts less than the facility specific up-front outpatient collection fee, certain information disclosed by the patient/responsible relative in connection with the ATP Services Agreement is required to be verified. Certain other information is requested to be verified whenever possible. The interviewer must either record on the Services Agreement the method and substance of the verified information or attach to the Services Agreement documents, which support the information, provided. Additionally, when such information is unclear or in conflict, clarification must be requested and the clarifying information either recorded on, or attached to, the Services Agreement.

The terms verification, clarification, and documentation are defined as follows:

- Verification - To verify is to obtain evidence which confirms the truth of statements made.
- Clarification - To clarify is to obtain additional information in order to resolve unclear or inconsistent statements made in connection with the ATP application.

Note: In some situations, clarification and verification may be the same. A document, which could provide clarification, may also be acceptable as verification, if verification were required.

- Documentation - To document is to record information on the Services Agreement, or to attach supporting evidence to the Services Agreement. To the extent possible, acceptable documentation consists of the original or photocopy of the verifying information.

When an entry is to be made in lieu of attaching evidence that entry must include:

- The reason why the evidence was viewed rather than attached,
- The type and date of document viewed,
- All pertinent information from the document including identifying data and specific facts which support the statements to be verified,
- The date the document was viewed, and

- The interviewer's initials.

RESPONSIBILITY FOR VERIFICATION/CLARIFICATION

The applicant and/or responsible relative(s) has the primary responsibility for providing any required verification or clarification. Primary responsibility means that a diligent search must be made by the applicant/responsible relative to obtain the evidence necessary to verify or clarify the required items on the Services Agreement. Such a search should include, at a minimum, one contact with the appropriate person or organization from which the evidence could be obtained.

When the applicant/responsible relative is cooperating in the verification process, but through no fault of his/her own has been unable to obtain the evidence needed, the interviewer may initiate a request for verification directly to the person/organization. A completed ABCDM 228, Applicant's Authorization for Release of Information (Exhibit III), or facsimile, signed by the applicant/responsible relative must be attached to each request for verification made to a person/organization other than the applicant/responsible relative.

When the interviewer concludes that the requested evidence cannot be obtained by the applicant/responsible relative even with the interviewer's assistance (in those unusual circumstances where it is decided that assistance should be extended), the interviewer shall:

- List on the Services Agreement all actions taken to obtain evidence required for verification, and
- Secure from the applicant/responsible relative an affidavit dated and signed under penalty of perjury which lists and describes the evidence in the same detail as would be required of acceptable verification.

ITEMS REQUIRING VERIFICATION/CLARIFICATION/DOCUMENTATION

A. Social Security Number

The Social Security Number (SSN) should be verified, whenever possible.

Note: Inability of the applicant to provide evidence of a Social Security Number does not constitute a basis for ineligibility for ATP.

Verification includes, but is not limited to:

1. Social Security card,
2. Award letter,
3. Medicare card,

4. Check from Social Security Administration (SSA) which shows the applicant's name and SSN with the suffix A, HA, J, T, or M,
5. Correspondence from SSA,
6. Paycheck stubs and/or company ID badge/card which specify both the applicant's name and SSN,
7. Medi-Cal Eligibility Data System (MEDS).

Documentation for the Services Agreement should include the original, a photocopy of the evidence, or marginal recording regarding how the SSN was verified.

If the applicant does not have an SSN, he/she should be encouraged to apply for one. The lack of an SSN should be documented on the Services Agreement. Further, the interviewer should inform the applicant to retain, for future reference, any correspondence from SSA relative to applying for an SSN.

SSN verification is not required from other family members. However, if SSN verification is available, the interviewer should document that verification on the Services Agreement. If any family member does not have an SSN, he/she should be encouraged to apply for one and retain any correspondence from SSA.

B. Address

Address verification is required. Acceptable address verification includes, but is not limited to:

1. Valid California Driver's License,
2. Valid Department of Motor Vehicles Identification Card,
3. Government issued identification card with the patient's or legally responsible relative's picture and address (e.g., Matricula Consular, etc.),
4. School Identification,
5. General Relief Identification (EBT Card),
6. Utility Bill dated within 60 days of the date presented shall be considered current.
7. Letter addressed to patient/responsible relative with a postal date, which

reflects the month of ATP Application. (Any mailing addressed to the patient and canceled by the U.S. Post Office),

8. Rent receipt for application month or letter from provider verifying in-kind residential address.

Documentation should include how the address was verified, and when possible, the evidence should be attached to the Services Agreement.

Note: Those persons qualifying as "homeless", i.e., without an address, may meet the verification requirement by signing an affidavit. Homeless persons shall not be denied ATP solely on the basis of no address.

Legally responsible relative means "responsible relative" as defined in California Code of Regulations, Title 22, Section 50351.

C. Residency

Los Angeles County residency is a verifiable item. All questions on the Services Agreement pertaining to residence, citizenship and alienage must be completed. Additionally, the following types of clarifying information, if applicable, must be obtained and documented on the Services Agreement:

1. Patient must present acceptable address verification for establishment of Los Angeles County residency (See Section B).
2. If the applicant's birthplace is other than the United States and the applicant is a citizen, an explanation to clarify citizenship must be documented (e.g., date and place of naturalization); or
3. If the applicant is a lawful resident alien, the Alien Registration Card (I-551) should be photocopied whenever possible and attached to the Service Agreement.

Residence verification for Los Angeles County is required. Acceptable verification of a residence within Los Angeles County includes, but is not limited to:

1. Valid California Driver's License,
2. Valid Department of Motor Vehicles Identification Card,
3. Government issued identification card with the patient's or legally responsible relative's picture and address (e.g., Matricula Consular, etc.),
4. School Identification,

5. General Relief Identification Card,
6. Utility Bill dated within 60 days of the date presented shall be considered current,
7. Letter addressed to patient/responsible relative with postal date which reflects the month of the ATP Application. (Any mailing addressed to the patient and canceled by the U.S. Post Office),
8. Rent receipt for application month or letter from provider verifying in-kind residential address.

D. Patient Linkage

The Patient Linkage Section of the Services Agreement does not require verification; however, clarifying information must be documented if any of the answers given in this section are unclear, inconsistent with other information, or in conflict with other known evidence.

A Medi-Cal application is required when the patient appears to be linked. If Medi-Cal is denied, either a photocopy of the Medi-Cal Notice of Action Denial Form (MC 239) or a LEADER printout reflecting the denial and reason code is to be filed with the Services Agreement.

Note: In order to be eligible for ATP, Medi-Cal must not be denied for a reason of non-cooperation.

When a referral for a Medi-Cal application is not made for a patient who appears to be linked, the Services Agreement must be documented to show the reason why.

E. Patient Pending Benefits

This section does not require verification; however, clarification is necessary if any answers in this section are in conflict with other information provided to complete the Services Agreement.

F. Property

For ATP, property to be included for evaluation on the Services Agreement is considered to be either real or personal property. Real property, and certain items of personal property should be verified, whenever possible. Other items of personal property must be verified.

1. Real Property

Real property basically is land and improvements and generally includes property attached to the land. Also considered to be real property are promissory notes and notes secured by deeds of trust which can be discounted or sold.

The home in which the applicant or responsible relative lives is exempt from evaluation. All real property other than the home must be considered in determining ATP eligibility.

a. Real Property Other Than Home

If the applicant or responsible relative has real property other than the home, the market value and encumbrances (amount owed) should be verified.

Acceptable verification of the market value includes either the current tax statement from the County Tax Assessor's Office or a written statement from a recognized professional appraisal society. (Preferable verification of market value would be a recent appraisal unless the property has been purchased since 1978. For property purchased prior to 1978, the Tax Assessor's records do not accurately reflect the current value because of the limits set by Proposition 13.)

Encumbrances can be verified by viewing a payment book or a statement from the institution holding the encumbrances.

b. Notes

When a family member owns a promissory note or a note secured by a deed of trust which can be sold or discounted, the market value (i.e., principal amount remaining on the note) should be verified by a document(s) which states a description of the note and one of the following:

- i. A document from the lender which establishes the principal amount remaining on the note; or
- ii. A written appraisal obtained from a party qualified to appraise mortgages and notes, such as a bank, savings and loan association, credit union or licensed loan or mortgage broker; or
- iii. A telephone contact by the interviewer with a recognized broker, who buys, sells or appraises such items.

To the extent possible, photocopies of documents used to verify the net

market value of real property, including notes, are to be attached to the Services Agreement. If photocopies cannot be made, the Services Agreement must be documented to show what evidence was seen and all other pertinent information was viewed.

2. Personal Property

Personal property items included in ATP eligibility determination are cash on hand, checking/savings accounts, and stocks/bonds.

a. Cash on Hand

Cash on hand is the actual amount of cash on the applicant's person or at home or other location, less any money received as the current month's income.

The applicant's statement is acceptable verification.

b. Checking/Savings Accounts

Checking/savings accounts require verification. The amount in a checking/savings account to be used in the liability determination is the balance in the account(s), less any deposits of the current month's income or, if applicable, current month's interest earned on the account.

Money in a checking/savings account (including credit union account, money market accounts, trust accounts, and deferred compensation plans) must be verified by the current month's statement or a signed statement from the institution holding the funds. A passbook also may be acceptable verification, provided it has been updated within a few days of the ATP application.

Note: Unusual transactions on either a checking or savings account, such as regular deposits which do not correspond to income or large deposits or withdrawals within the current time period, should be clarified, and an explanation recorded on the Services Agreement.

To the extent possible, a photocopy of the account statement, passbook, or statement from the banking/savings institution is to be attached to the Services Agreement. If a copy cannot be attached, the Services Agreement must be annotated to show the type of verification documents seen, as well as all pertinent information from the document(s).

c. Stocks

Verification should be obtained, whenever possible. The value of stocks is determined by multiplying the number of shares owned times the current selling price as quoted by a stock exchange, newspaper or by logging on to the Internet (www.latimes.com/markets).

Acceptable verification consists of:

- i. Viewing a certificate or signed statement from the issuing institution, with a description of the investment including the number of shares owned; and
- ii. Contacting a stock exchange, viewing the newspaper or a printout from the Internet to determine the current selling price of the stock

To the extent possible, a photocopy of the document is to be attached to the Services Agreement. If a photocopy is unavailable, the Services Agreement must be documented to show all pertinent data.

d. Bonds

Verification should be obtained, whenever possible. The value of municipal bonds, government bonds and some savings bonds is the purchase price of the bond as stated on the issuing paper, as long as the bond has not matured. When the bond matures, the value converts to the maturity value as stated on the issuing paper. Some saving bonds, however, have maturing interim dates.

Municipal, government, or savings bonds can be verified by viewing the issuing paper to determine the purchase price plus any accrued interest which would be payable at the present time. T-Bills can be verified by a statement from the issuing institution which should also identify when the interest is available for withdrawal.

To the extent possible, a copy of the written statement or document should be attached to the Services Agreement. Otherwise, documentation of the method of verification, including a description of what was viewed, must be entered on the Services Agreement.

G. Income

All income received by the persons listed in the Family Members Section of the Services Agreement must be verified, including the amount received, the

frequency in which income is received, and whether income is fluctuating or non-fluctuating.

If no income is reported for the family, clarification is required as to how the family's needs are being met.

1. Earned Income (other than self-employment and In-Kind).

Earned income is income received in cash as wages, salary, commission, DIB (temporary), or persons receiving Workers' Compensation temporarily.

Acceptable verification of earned income includes:

a. Paycheck Stubs

The paycheck stubs should cover a period of at least four current weeks (i.e., not more than a month prior to the date of application for ATP, and not later than the end of the month of the application). The paycheck stubs should be consecutive. If verification for four consecutive weeks cannot be obtained, paycheck stubs received prior to the current period, together with current stubs, may be acceptable verification as long as the paycheck stubs used provide an accurate profile of the person's regular earnings.

Note: If pay stub has non-fluctuating income the most recent pay stub may be used.

To the extent possible, copies of the paycheck stubs used as verification are to be attached to the Services Agreement. If copies cannot be attached, the Services Agreement must be documented to show the date the check was received, the frequency, and the gross income. Additional documentation is required if four current and consecutive paycheck stubs are unavailable and other paycheck stubs are used.

b. Signed Statement from the person or organization providing the income,

A statement of earnings from the employer must contain all of the following:

- i. Individual's gross earnings and income deductions,
- ii. Frequency of earnings,
- iii. Employer's signature and the date signed, and
- iv. Employer's business address and phone number.

If the worker initiates the request for income verification directly to the employer, an ABCDM 228 (or facsimile) – Exhibit III, listing in detail the information to be requested and signed by the employed person, must be attached to the request for income verification.

Note: PFS Memo 6-80 provides a format for securing income information, including a space for the person's authorization. If this format is used, a separate ABCDM 228 is not required.

The employer's statement and copy of ABCDM 228 (when required) are to be attached to the Services Agreement. Additionally, reference to the statement of earnings is to be noted on the Services Agreement.

2. Self-Employment

Income from self-employment refers to cash received as profit from an activity such as a business enterprise. Net profit from the business (i.e., gross profit less allowable business expenses) is to be shown on the Services Agreement as income from self-employment.

Acceptable verification of net profit includes:

a. Federal Income Tax Return

The previous year's Federal Income Tax Return is to be viewed to determine net profit. This amount is used as an estimation of annual net profit for the current year. Annual net profit is apportioned monthly.

A copy of the Federal Income Tax Return for the business should be attached to the Services Agreement. If a copy cannot be attached, the Services Agreement must be documented to show in detail how net profit was determined, the documents viewed, etc.

b. Current Business Records

If the person was not self-employed the previous year, or, for some reason, had not filed an income tax return, or if the previous years income tax return is not representative of current income, current business records are acceptable verification.

Copies of these records should be attached to the Services Agreement or the Services Agreement must be documented to include the types of documents viewed, allowable business expenses deducted, how net profit was determined, etc.

3. Unearned Income

Unearned income is income that is not defined as earned. It includes Unemployment Insurance Benefits (UIB), Disability Insurance Benefits (DIB) (permanent), Social Security payments, Veteran's payments, railroad pensions, retirement benefits, contributions from any source, rental of property, interest income, certain loans and grants, support payments, persons receiving Workers' Compensation permanently, etc.

Unearned income generally is received monthly. An exception is UIB/DIB, which is considered to be a weekly benefit received biweekly.

The gross amount of unearned income is to be shown on the Services Agreement. Any taxes or other deductions withheld from the benefits (including Medicare premiums) must be added back to the net amount received to determine gross unearned income.

Acceptable verification of unearned income includes:

a. Award Letters

An award letter is a written notice sent to the recipient of the income identifying the type of benefits, the effective date, the amount, and the frequency of receipt.

The award letter is acceptable verification if it shows the amount of current benefits (i.e., it must have been issued since the last benefit increase).

b. Checks (or Copies of Checks)

Unearned income may be verified by viewing the current month's check provided the amount shown represents gross benefits. If the applicant indicates that the amount represents a net benefit (i.e., taxes or other amounts have been deducted), one of the other alternate methods of verification should be used unless the check can be combined with other documents to provide an accurate profile of gross income.

c. Signed Statement from person or organization providing the income

A statement signed and dated by the person or organization providing unearned income is acceptable verification. The statement must include the amount, frequency and type of income received.

If the worker initiates the request for income verification directly to the provider of the income, an ABCDM 228 (or facsimile), authorizing the

provider to release the information, must be signed by the individual and attached to the request for information.

To the extent possible photocopies of the documents used to verify unearned income (except U.S. Government checks) are to be attached to the Services Agreement. (The State Department of Health Services has prohibited the photocopying of any U.S. Government check, such as Social Security or Veteran's benefits.) When photocopies of verifying documents are unavailable, or U.S. Government checks are being viewed as verification, the Services Agreement must be documented to show the type and date of the verification seen, as well as the amount and the frequency of the income received.

4. In-Kind Income

In-kind income refers to items of need (such as housing, utilities, food, or clothing) which are provided by other than a responsible relative. In-kind income may be either earned or unearned.

When the applicant/responsible relative is receiving in-kind income, no dollar value is assessed to the item of need provided there is no other source of income available. If, however, in-kind income is received in addition to other income, a dollar value must be assessed based upon the in-kind income value chart.

Acceptable verification of in-kind income includes a signed statement from the provider of such income which specifies a) the items of need currently being furnished, b) whether the items are free or earned, and c) the length of time the items have been provided. Any format for this request for information from the provider must include a provision for the applicant to authorize release of such information and a signature/date block for the provider. This statement from the provider should be attached to the Services Agreement.

H. Income Exclusions

As previously noted, income received by persons listed in the Family Members Section of the Services Agreement is subject to verification requirements. Certain income, however, can be excluded from consideration in the ATP liability determination.

1. Earned Income of Children

- a. When the income of a child under 14 years of age is received from earnings, the amount is to be excluded. The parent's statement that the income is from earnings is acceptable verification.

b. When the income received by a child 14-18 years of age is earnings and the child is attending school full time, this income is to be excluded. The parent's statements that the income is from earnings and that the child is a full-time student are acceptable verification.

c. These statements must be documented on the Services Agreement.

2. Educational Loans/Grants

The purpose for which an educational loan/grant was obtained must be verified. Only that portion of the loan/grant, which is specifically for educational purposes (e.g., tuition, books, etc.), can be exempt. Any money available to meet the individual's living needs must be counted as income.

Educational loans/grants may be verified by viewing the loan/grant document. The Services Agreement must be documented to show how the loan/grant was evaluated to determine its exempt or nonexempt status. Whenever possible, a copy of the loan/grant document is to be attached to the Services Agreement.

3. General Relief (GR)

An applicant participating in the County's General Relief Program (GR) is not required to complete a Services Agreement provided verification of current eligible status is available.

There are three acceptable methods for verifying current eligible GR status:

- a. The GR Electronic Benefits Transaction (EBT) card with eligibility confirmed through Point of Service (POS) device,
- b. Telephone clarification with the recipient's welfare worker, or
- c. The current month's MEDS/LEADER clearing showing eligible status.

I. Income Deductions

Certain income deductions and expenses paid by the applicant or responsible relative are allowable.

1. Mandatory Deductions from Earnings

Mandatory deductions must be verified. Allowable mandatory deductions from earnings include Federal and State income taxes, Social Security taxes (FICA), State Disability Insurance (SDI) contributions, and mandatory retirement.

Union dues that are mandatory are allowed if verified; voluntary union dues cannot be allowed.

Mandatory deductions may be verified by viewing paycheck stubs or by a statement from the employer. To verify that union membership is required as a condition of employment, a statement from the employer or union is required.

To the extent possible, photocopies of paycheck stubs/statement from the employer/union are to be attached to the Services Agreement. If photocopies cannot be attached, the Services Agreement must be documented to reflect all pertinent data.

2. Work-Related Expenses

Verification for work-related expenses should be obtained, whenever possible.

- a. The cost of childcare is an allowable deduction provided both parents are employed.

The maximum childcare that can be allowed is \$175 for each child two years of age or older. For each child under two, the maximum allowed is \$200.

Acceptable verification may include receipts, cancelled checks, or a statement from the babysitter. To the extent possible, documents used as verification are to be attached to the Services Agreement; otherwise, complete marginal recording of all pertinent data must be entered on the Services Agreement.

- b. Transportation costs to and from work, and to and from childcare, are allowable.
 - i. If public transportation is used, the actual cost of such transportation (not to exceed the cost of a bus pass) is allowed:
 - ii. If a motor vehicle is used, the allowable deduction is computed at 15¢ per mile if the person's own vehicle is used; 7¢ per mile, if the person rides in another person's car.

The employed person's statement as to the cost of bus transportation, or the estimated miles driven in the car, is acceptable.

3. Business Expenses - Self-Employment

Verification of business expenses should be obtained, whenever possible. If the person is self-employed, the reasonable and necessary cost of expenses which are incurred in the production of income (if allowed by the Federal Government for income tax purposes) are to be deducted from gross business profit to determine net profit. Net profit apportioned monthly is the amount of income to be shown on the Services Agreement. (Business expenses may include salary inventory costs, etc.)

Acceptable verification of business expenses includes the Federal Income Tax Return, or current business records. If both the tax return and current records are unavailable, an affidavit detailing the allowable business expenses is acceptable.

To the extent possible, copies of documents verifying business expenses must be attached to the Services Agreement. In lieu of the attachments, the Services Agreement must be annotated to reflect all pertinent data.

4. Property Expenses

Verification of property expenses should be obtained, whenever possible. Allowable deductions from income generated by the rental of property may include the monthly interest on encumbrances and, computed on a monthly basis, property taxes, insurance, utilities, and upkeep/repairs.

Following are acceptable methods of verifying rental expenses:

- a. The amount of interest on encumbrances may be obtained from payment records, or on a statement from the lender;
- b. Property taxes may be taken from the official tax statement, and apportioned monthly;
- c. The cost of insurance payments may be obtained from premium notices or a statement from the insurance company, and apportioned monthly;
- d. A reasonable deduction for each utility paid by the owner of the property may be developed by viewing utility bills over several months and computing a monthly average;
- e. The actual cost of upkeep and repairs is based on the owner's records. A monthly average should be obtained in the same manner as is used to determine utility bills.

To the extent possible, photocopies of the documents used as verification are to be attached to the Services Agreement. If photocopies are unavailable, the Services Agreement must be documented to show all required information.

5. Other Allowable Deductions from Income

Verification for other allowable deductions should be obtained, whenever possible.

a. Child/Spousal Support

Deductions for actual payments made in support of a child or spouse not in the home, paid pursuant to a court order, are allowed. (In no instance shall the deduction allowed exceed the amount of the payment required by the court order). Acceptable verification includes a copy of the court order indicating the amount of the payment and canceled checks or money order receipts to show that the payments have been made. To the extent possible, photocopies of documents viewed should be attached to the Services Agreement. In lieu of photocopies, the Services Agreement must be documented to show all pertinent data.

b. Medical Insurance Premiums

Premiums paid for medical insurance, including Medicare Part A, Part B, and Part D, if applicable, coverage, can be allowed. Allowable premiums must be converted to monthly amounts.

Acceptable verification of medical insurance premiums may include a paycheck stub, or an employer's statement when the premiums are deducted from earnings. If the person pays the premiums directly to the insurance company, a canceled check or receipt is acceptable verification. Medicare premiums may be verified by viewing a bill for Part A or Part B premiums, Form SSN 1545 or 1545A, or other correspondence from the Social Security Administration/Railroad Retirement Board.

To the extent possible, photocopies of the documents used to verify medical insurance premiums paid are to be attached to the Services Agreement. If none are available, all pertinent verifying information must be entered on the Services Agreement.

J. Family Size

Family size is not a verifiable item; however, when the family includes a pregnant woman, documentation on the Services Agreement is required to clarify whether or not the unborn is to be included in the Family Size number.

For ATP purposes, the unborn may be included beginning with the first month of verified pregnancy.

Note: If the patient has pregnancy related Medi-Cal a MEDS or LEADER printout can be used to verify the pregnancy.

Acceptable verification of pregnancy includes:

1. A written statement signed by a physician or a person certified as a nurse practitioner, midwife or physician's assistant with access to the patient's medical records showing a diagnosis of pregnancy and the expected date of delivery (EDD),
2. Applicant's declaration of pregnancy, or
 - a. Viewing and documenting on the Services Agreement the following information from the patient's hospital/clinic medical records: The date of the medical records entry confirming pregnancy,
 - b. The expected date of delivery,
 - c. The name of the physician, certified nurse practitioner, midwife, or physician's assistant who diagnosed the pregnancy and signed the medical records entry,
 - d. The location of the medical records, and
 - e. The date the medical records were viewed.

AFFIDAVITS AS VERIFICATION

Affidavits are to be used with constraint. Facility policy, together with these verification guidelines, will determine when an affidavit, which contains all pertinent data, may be substituted as acceptable verification of information provided by a person who is cooperating fully in the application process. When an affidavit is to be accepted as verification, the interviewer should initiate a request to the person/agency/organization for other evidence, as appropriate, for the item to be verified. A signed and completed authorization to release information (e.g., ABCDM 228) must accompany any such request.

The Services Agreement is to be documented to show the reason why an affidavit is being used in lieu of other documents to verify required items and what attempts were made to secure more appropriate or preferred evidence.

Exhibit III

STATE OF CALIFORNIA - HEALTH AND WELFARE AGENCY

DEPARTMENT OF SOCIAL SERVICES

APPLICANT'S AUTHORIZATION
FOR RELEASE OF INFORMATION

(AGENCY OR INDIVIDUAL FROM WHOM INFORMATION IS REQUESTED)

TO:

1. _____, residing at _____, hereby authorize you to release to the

(NAME OF AGENCY, INSTITUTION, INDIVIDUAL PROVIDER) _____ specific
information requested by this agency which I cannot provide concerning _____

This information is needed for the following purpose _____

This form was completed in its entirety and was read by me (or read to me) prior to signing.

SIGNATURE OF APPLICANT		DATE
BIRTHPLACE	BIRTHDATE	MAIDEN NAME OF MOTHER
SIGNATURE OR NAME OF SPOUSE		DATE
BIRTHPLACE OF SPOUSE	BIRTHDATE OF SPOUSE	MAIDEN NAME OF SPOUSE'S MOTHER

**ABILITY-TO-PAY PLAN (ATP)
VS.
OUTPATIENT REDUCED-COST SIMPLIFIED APPLICATION (ORSA)**

WHAT IS THE SAME?

<u>ATP</u>	<u>ORSA</u>
<ul style="list-style-type: none"> • Cannot have Medi-Cal, CHAMPUS, CCS, or Short Doyle. (Exception: Restricted Medi-Cal) • Must apply for Medi-Cal and fully cooperate with application process. • Covers all outpatient services including pharmaceuticals and other ancillary services. Excludes cosmetic surgery. • Six (6) months eligibility before re-application. • Patient liability may range from \$0 to the full cost of care on a per visit basis. 	<ul style="list-style-type: none"> • Cannot have Medi-Cal, CHAMPUS, CCS, or Short Doyle. (Exception: Restricted Medi-Cal) • Must apply for Medi-Cal and fully cooperate with application process. • Covers all outpatient services including pharmaceuticals and other ancillary services. Excludes cosmetic surgery. • Six (6) months eligibility before re-application. • Patient liability may range from \$0 to the full cost of care on a per visit basis.

WHAT IS DIFFERENT?

<u>ATP</u>	<u>ORSA</u>
<ul style="list-style-type: none"> • Uses Medi-Cal Maintenance Need in the liability calculation. • Considers other deductions (i.e., child care, alimony, transportation expenses, etc.), if applicable to determining patient's liability. • Covers inpatient services. • Full document verification prior to application approval. • Can have Medicare and insurance and qualify for ATP to reduce cost of deductible. • May apply at any time – No limit on retroactive coverage • Does <u>not</u> offer mail-in process for renewals. 	<ul style="list-style-type: none"> • Uses 133 1/3% of the Federal Poverty Level (FPL) in the liability calculation. (If net income after mandatory deductions is greater than 133.33% of FPL, ATP liability chart used for the liability calculation, but no verification is required.) • Considers other deductions (i.e., child care, alimony, transportation expenses, etc.), if applicable to determining patient's liability <u>only</u> if net income greater than 133 1/3% FPL. • Does <u>not</u> cover inpatient services. • Application approval based on patient declaration during visit/initial interview, with subsequent verification on a limited, sample basis only. • Cannot have <u>any</u> third party coverage, (e.g., Medi-Cal, Medicare, Healthy Families, CHAMPUS, CCS, Short Doyle, Family PACT, Breast Cancer Early Detection Program, insurance, etc.) which covers medical condition for which patient is being treated. • Must apply within 6 months from date of service • Offers mail-in process for renewals.